



Loudoun County, Virginia

REQUEST FOR PROPOSAL

FEASIBILITY STUDY SERVICES FOR AN INTEGRATED ENERGY MANAGEMENT PLAN

ACCEPTANCE DATE: Prior to 4:00 p.m., March 8, 2011 "Local Verizon time"

RFP NUMBER: QQ-01636

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement, MSC #41C
One Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration **or** justification for non-registration, per the requirements in Sections 5.29 and 8.21. Please complete the Proof of Authority to Transact Business in Virginia form on page 33 of this solicitation and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

A Pre-Proposal Conference will be held on February 16, 2011 at 2:00 PM in the Main Conference Room, at 211 Gibson Street (Jackson Building) in Leesburg, Virginia 20176 for clarification of any questions on the specifications.

Requests for information related to this Proposal should be directed to:

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Contracting Officer
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This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: February 9, 2011

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

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ATTACHMENTS:

- I- EECBG ARRA Reporting Requirements
- II- Procurement 10 CFR 600.236 I-1-13
- III- Special Terms and Conditions for Loudoun County, Virginia
- IV- National Policy Assurances
- V – Moorefield Station Zoning Concept Plan

Prepared By: Christopher Bresley /s/ Date: February 9, 2011
Contracting Officer

FEASIBILITY STUDY SERVICES FOR AN INTEGRATED ENERGY MANAGEMENT PLAN

1.0 PURPOSE

The objective of this Request for Proposal (RFP) is to obtain a detailed feasibility study ("Study") to guide the construction and deployment of highly efficient, cost effective energy infrastructure for the Moorefield Station development located in Loudoun County, Virginia. The proposed project is envisioned to create an Integrated Energy Master Plan (IEMP) for the Moorefield Station community in sufficient detail to determine the energy savings, greenhouse gas mitigation and economic viability of implementing above-code efficiencies combined with non-standard sources of energy supply, distribution and uses. The study should include a detailed assessment of the energy opportunities for the Data Center clusters near the Moorefield Station development, both on a stand-alone basis and as a potential integrated part of the larger community. The IEMP should serve as a model for the County in future Integrated Energy Management Planning opportunities.

The IEMP will evaluate and make recommendations for the optimum combination of above-code construction, heating/cooling and other energy demands, and how these recommendations can be served with a portfolio of local, clean and renewable energy sources, and district energy (heating/cooling) systems. Initial indications suggest that the size of the Moorefield Station development is suitable for a local co-generation facility with high levels of fuel efficiency. The IEMP will take a comprehensive approach to integrate energy efficiencies into the community by evaluating infrastructure development and programs, District Energy (DE) solutions, micro-grid opportunities, Combined Heat and Power (CHP), on-site renewable technologies and clean, local alternative energy solutions into consideration. The development of the IEMP will be coordinated with the County Energy Grant Specialist. The County has approximately \$400,000 to put towards these services.

As part of the American Recovery and Reinvestment Act of 2009 (ARRA), the County received a formula allocation from the Department of Energy (DOE) through the Energy Efficiency and Conservation Block Grant (EECBG) which includes funding for the study. Therefore, the awarded contractor must comply with all rules, regulations, and requirements of the ARRA, EECBG and DOE.

Feasibility Study Objectives

The purpose of this Study is to create an IEMP for the Moorefield Station community and surrounding areas and to provide:

- A. A quantitative and qualitative description of the study area including the core service area and opportunities for connectivity and expansion (including all energy elements such as utility lines, sources, etc.);

- B. An economic, environmental and social analysis of the local, clean and renewable energy alternatives for the full build-out of the community;
- C. A stakeholder engagement strategy;
- D. A phased implementation plan for both the core area of the Moorefield Station community and potential surrounding development, communities, etc. which shall include a local, clean and/or renewable energy phase;
- E. A summary of ownership and operating models acceptable to the property owners and key trade-offs between public and private ownership and operations of the IEMP/District Energy (DE) system and implementation of the Plan;
- F. An estimate of the Greenhouse Gas (GHG) emissions and electrical load reduction over Business as Usual (BAU);
- G. A summary of the major obstacles to successful implementation of the IEMP for the study area and a recommended mitigation strategy for the obstacles;
- H. Recommendations to facilitate project implementation;
- I. Identification of regulatory and legislative requirements and potential hurdles with a recommended action;
- J. Evaluation of the recommended proposal(s) compared to BAU including a Life Cycle Cost Analysis;
- K. Success factors/criteria that can be applicable Countywide and/or transferrable components within IEMP/system implementation options that can be integrated into County plans, policies, regulations, etc.; and,
- L. Identification of economic development potential and recommend a commercial and residential marketability plan for the Moorefield Station community if/when the IEMP elements are integrated into the community.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The Loudoun County Energy Strategy describes the implementation of Scale Projects as a critical success factor towards attainment of energy efficiency and greenhouse gas reductions. Scale Projects are large enough to demonstrate the enhanced energy and environmental gains through combining efficient urban design, energy efficiencies, district energy, clean and renewable energy supplies, and adjusted business models, within large but well defined boundaries.

The Moorefield Station development in southeastern Loudoun County has a strong mix of land-use, transportation and economic attributes, which makes it suitable to serve as a Scale Project and to demonstrate the benefits of integrated energy solutions. The Moorefield Station community, when fully developed, will be a 600 acre mixed-used development south of the Greenway between the 772 and 607 Interchanges with 400 of those acres of high density development east of Ryan Road. A critical focus of the IEMP will be on the transit-oriented development around the terminus of the proposed "Dulles Silver Line" Metro Rail Station with an anticipated completion date of 2016. The undeveloped 400 acre portion of Moorefield Station is owned by the Claude Moore Charitable Foundation which is committed to its future development with a positive social impact.

There are a number of Data Center clusters which are expected to be expanded in the future that are in close proximity to the Moorefield Station. Data Centers use large amounts of energy to run their servers and heat and cool the buildings. The 2007 Virginia Energy Plan estimated that ten percent (10%) to fifteen percent (15%) of Northern Virginia's electricity is used by Data Centers. They use 10 to 15 times more electricity than a standard commercial building. Data Centers are also a major and growing cause of greenhouse gas emissions in Virginia. High electricity usage exposes Data Centers to economic and environmental costs and risks, including, higher current operating costs and the risk of unacceptable future costs in a volatile, but generally rising, electricity market. Risks also include potential supply reliability and greenhouse gas impacts. Minimizing the energy usage and environmental impact, combined with very high degrees of reliability is a major focus of this industry and for the County.

Other essential infrastructure elements within and surrounding the Moorefield Station community that could play an important role in implementing the IEMP include:

- A new electrical transmission substation that will be owned and operated by Virginia Dominion Power;
- A pair of natural gas transmission lines that bisect the Moorefield Station community and which are currently owned by Columbia Gas. The gas supply is then provided by WGL Holdings, Inc. (Washington Gas); and,
- Loudoun Water operates a major water treatment facility approximately two miles to the east of the property and is proposing to provide re-circulated (non-potable) water for appropriate uses.

The Loudoun County Board of Supervisors approved Concept Development Plan (CDP) and re-zoning plat will be attached to this RFP for the Moorefield Station community (Attachment V). Documents associated with the Moorefield Station development requiring County review are located in the Department of Building and Development, 1 Harrison Street, 2nd Floor, Leesburg, VA 20175. Marketing

and other materials related to the Moorefield Station community will be provided by the Claude Moore Charitable Foundation, if necessary and when appropriate.

Guiding Principles

The Study and Integrated Energy Management Plan shall incorporate the 4R's of Sustainable Community Energy Planning:

- A. **Reduce** energy demand through efficient building and system design (energy efficiency is the preferred energy source).
- B. **Re-use** waste heat if available.
- C. Use **Renewable** energy.
- D. Generate **Renewable** electricity.

The following guiding principles should also apply to the Integrated Energy Management Plan (IEMP)/District Energy (DE) system:

- A. Minimize end user energy cost, provide an economic return on investment and incorporate a renewable fuel component.
- B. Minimize the use of fossil fuels and emissions of greenhouse gases.
- C. Be sensitive to the needs of the community.
- D. Be sufficiently flexible to grow with the community and incorporate new operating strategies, business models, fuels and technologies.
- E. Maximize energy service quality and minimize energy service interruption.

Overall goals and expectations

The goals for this initiative are as follows:

- A. Reduce dependence of the buildings in the area on traditional energy technologies.
- B. Reduce demand on the local electrical grid.
- C. Reduce greenhouse gas emissions for both the built environment and transportation.
- D. Provide a cost-effective, green energy alternative for the buildings and transit system in the area.

The selected Contractor will be expected to provide outreach and organize planning efforts with local stakeholders including, but not limited to:

- A. Claude Moore Charitable Foundation
- B. Digital Realty Trust
- C. Virginia Dominion Power
- D. Dulles Greenway
- E. Washington Gas
- F. Columbia Gas

- G. Metropolitan Washington Airports Authority (MWAA)
- H. Metropolitan Washington Transit Authority (MWATA)
- I. Loudoun Water
- J. Virginia Department of Transportation (VDOT)
- K. Broadband providers (Verizon, Comcast, etc.)
- L. Loudoun County Public Schools
- M. State Officials – including local Virginia General Assembly Delegates
- N. Surrounding Homeowners Associations
- O. Surrounding Developers and building owners

4.0 SCOPE OF SERVICES

A successful proposal will include a comprehensive scope of services that clearly identifies the components listed in the purpose, background and deliverables sections of this RFP. The study will provide, at a minimum, the following elements as part of the Integrated Energy Management Plan development. Applicants should provide information on each of the following elements:

I. Executive Summary: The following should be included in the Executive Summary of the Integrated Energy Management Plan:

1. A summary of key findings and recommendations for the proposed Plan/DE system.
2. Success factors/criteria that can be applicable Countywide and/or transferrable components within IEMP/system implementation options that can be integrated into County plans, policies, regulations, etc.
3. A quantitative life cycle analysis that includes a summary of revenues, fixed and variable costs, environmental impacts and social impacts for the IEMP/DE system and in comparison to BAU.
4. A qualitative life cycle analysis of the proposed IEMP/DE system in terms of energy, environmental, social and economic goals and objectives.
5. Determine market expectations and outline marketability plan for the community.

II. Neighborhood Overview:

1. Assess population, population growth and development absorption, land area, current land use and built form (residential, commercial, retail, industrial, mixed), future development areas and proposed land use and density (FAR), land ownership and connectivity of existing buildings and other systems.
2. Provide mapping to indicate the following:

- a. Study area boundaries.
 - b. Population density and growth, development absorption.
 - c. Geography.
 - d. Transportation corridors.
 - e. Current land use by archetype and density.
 - f. Future land use by archetype and density.
 - g. Connectivity analysis (high level) – to existing buildings (space heating and domestic hot water) and other systems.
3. Survey existing and planned building energy systems and infrastructure, age and life expectancy and review opportunities for connectivity within the neighborhood boundary or in close proximity.
 4. Complete a preliminary site investigation or desk study to confirm sub surface characteristics and soil conductivity in the event that geothermal exchange is a renewable energy option.

III. Stakeholder Engagement

Provide technical support and facilitate a community stakeholder education and engagement process for the planning, development and acceptance of an IEMP/DE system within the community.

IV. Business As Usual (BAU)

Specify the BAU for each existing and proposed building:

1. Estimate the annual consumption of natural gas, electricity and renewable energy for space heating, space cooling and domestic hot water as well as an estimate of the GHG emissions.
2. Estimate the annual capital (including reoccurring capital), operating (building energy systems only) and fuel costs borne by the owners and the energy end user and provide a summary of these costs.
3. Estimate the levelized unit cost of energy for the BAU.

V. Analysis of Energy Supply Alternatives

1. Provide a qualitative and quantitative inventory of current and future renewable energy sources available to the community including, but not limited to, waste heat, geothermal exchange and renewable energy to supply the base energy load.
2. Specify a renewable energy base supply. A minimum of two (2) renewable energy sources shall be analyzed.

3. Optimize IEMP/DE system design to generate the lowest levelized cost of delivery.
4. Specify the performance characteristics including the ratio of base load to peak load of the optimal energy system and provide a system schematic.

VI. Cost Analysis

1. Estimate the annual life cycle capital costs including soft costs.
2. Estimate the annual operation & maintenance (O&M) costs, including but not limited to, system maintenance, management and staff, insurance (property and liability), property taxes, municipal fees, customer service costs, land rent, overheads and fuel costs.
3. Separate fixed and variable costs.
4. Provide a renewable energy fuel supply assessment to substantiate the renewable fuel cost used in the analysis.

VII. Sources and Uses of Funds

1. Prepare a “sources and uses of funds” analysis and summarize the financing opportunities available for the Integrated Energy Management Plan.
2. Investigate potential additional grant and financing opportunities beyond those already secured.

VIII. Environmental Analysis

1. Estimate the annual GHG emissions resulting from BAU and from the recommended Plan/system.
2. Estimate the annual emissions of common air contaminants (PM10, NOx, CO, SO2, VOC, other) resulting from BAU and from the recommended Plan/system.

IX. Social Benefit Analysis

1. Estimate the increase of potential economic diversity possibilities and/or accomplishments of local annual employment opportunities resulting from the IEMP.
2. Provide a qualitative assessment of economic development opportunities resulting from the IEMP process and implementation.

X. Risk Analysis & Management

1. Complete a risk analysis to include recommendations for mitigation and management of:
 - a. Project risks (including revenues and costs).
 - b. Energy supply risks.
 - c. Environmental risks.
 - d. Health and safety risks.
2. Extend the analysis to cover the likelihood and impact of any significant identified risks.

XI. Recommendations for Implementation

Provide recommendations for implementation, transferrable elements for County use and/or further study including, but not limited to:

1. Regulatory and other approvals required.
2. A preliminary schedule including milestone dates.
3. Risk management.
4. Phased implementation.

Additional Considerations

I. Potential IEMP Components – Can include, but not limited to:

1. Infrastructure – Electric Vehicle Charging Stations with solar charging or other on-site renewable capabilities, community bike sharing, community vehicle sharing lots and facilities, bike and pedestrian facilities, multi-modal transit promotion and opportunities, etc.
2. Energy and Water Efficiencies
3. Co-generation/District Energy (DE) opportunities
4. Combined Heat and Power (CHP) opportunities
5. On-site alternatives/renewable energy sources
6. Micro/smart-grid opportunities

II. Ownership & Operations

Summarize the cost/benefit (i.e., trade-offs) of all prescribed ownership models for the Integrated Energy Management Plan. Summarize the cost/benefit of a hybrid ownership model where the generation assets are owned by a private regulated utility and the distribution assets are owned by a municipality and/or community partner or an independent third party. Make recommendations on preferred models.

III. Rates & Pricing

Based on the revenues required from energy sales, prepare a preliminary rate and pricing structure for end users that incorporates the following:

1. A connection fee;
2. A delivery charge related to the cost of energy distribution; and,
3. A commodity charge per energy unit related to the cost of fuel and generation assets.

IV. Multi-Objective/Triple-Bottom Line Analysis

It is expected that the project team will use a structured Triple Bottom Line (TBL) analysis to determine which sources of renewable energy provide the greatest benefit to the community. A formal summary table or matrix should be prepared for stakeholder engagement. This matrix should prioritize the renewable energy alternatives, type of production, transmission, integration and other project components.

Timing, Phases & Milestones

The timeline for the Study is **180 days** from the receipt of notice to proceed. The proposal shall include a detailed schedule of activities, tasks, and timeline for the project with the following milestones at a minimum.

1. Kick-off meeting – Confirm scope of work, assumptions, data sources, contacts and work plan.
2. Technical meeting 1 – Review energy demand and load forecast, development phasing, BAU costs and high level IEMP system concepts and fuel types for further study.
3. Stakeholder meeting 1 – Based on preliminary scoping analysis, present information to enable stakeholders to evaluate preliminary scope of work/deliverables.
4. Technical meeting 2 – Review work to date, IEMP/DE system design and triple bottom line development.
5. Stakeholder meeting 2 – Review work to date, proposed IEMP, and key elements of the draft report.
6. Draft report (required within ninety (90) days of notice to proceed).
7. Meeting to review draft report and discuss revisions.
8. Community workshop
9. Final report

5.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful offeror will contain the following Contract Terms and Conditions. **Offerors intending to propose additional or different language must include such language with their proposal. Failure to provide offeror's additional Contract terms may result in rejection of the proposal. While the**

County may accept additional or different language, the Terms and Conditions marked with an asterisk (*) are mandatory and non negotiable.

5.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of Energy Grant Specialist or her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than Energy Grant Specialist or her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

5.2 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor.

5.3 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the County for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractors nonperformance shall be deducted from the balance as payment.

5.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

5.5 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

5.6 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
 - 1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
 - 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - 1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
 - 2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations: aggregate	\$2,000,000
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:
Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:
If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a

deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
 5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
 6. The County, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest).
 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of

any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

5.7 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

5.8 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

5.9 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County shall waive any fees involved in securing County permits.

5.10 Notice of Required Disability Legislation Compliance *

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally

assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

5.11 Ethics in Public Contracting *

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

5.12 Employment Discrimination by Contractors Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of

over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.13 Drug-free Workplace *

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

5.14 Faith-Based Organizations *

Loudoun County does not discriminate against faith-based organizations.

5.15 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.16 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

5.17 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

5.18 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor from any responsibility in meeting the Contract requirements.

5.19 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

5.20 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks and/or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia
ATTN: Nicole Steele
211 Gibson Street, Suite 123
Leesburg, VA 20176

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld

pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

5.21 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

5.22 Assignment of Contract *

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

5.23 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

5.24 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

5.25 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to

the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

5.26 Applicable Laws/Forum *

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

5.27 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TO COUNTY:

Procurement Division
Attn: Christopher Bresley
1 Harrison Street SE
Leesburg, VA 20175

5.28 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

5.29 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may

void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.30 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

5.31 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 6.1 Experience and qualification of firm and key personnel with projects of similar size and scope. (25 points)
- 6.2 Overall ability to meet/exceed the Scope contained herein within the project budget and schedule. (25 points)
- 6.3 Demonstrated knowledge of Loudoun County demographics and other local conditions such as local, state and federal regulatory requirements. (25 points)
- 6.4 Compliance with Contract Terms and Conditions (5 points)
- 6.5 Cost of Services (20 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award

7.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

- 7.1 Experience and qualification of firm and key personnel with projects of similar size and scope:
 - Specifically list the key personnel to be assigned to this project and their related experience.
 - What percentage of time will the key staff be spending on this project versus other projects?
 - How accessible will key staff be?
 - Provide at least three (3) current references for which comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

- Provide a detailed narrative description (maximum of one (1) page per project) of at least three (3) projects of similar scope of services to those contained in this RFP the past eight (8) years. The narrative shall address the project approach, salient features and discuss how the client's objectives were satisfied. Include project costs, and owner's contact information.
- Provide a list of previous projects similar to the project described in the Scope of Services in contained in this RFP to include a brief description, scope, project costs, and owner's contact information.
- Awards and letters of commendation received

7.2 Overall ability to meet/exceed the Scope contained herein within the project budget and schedule:

- Describe in detail the approach your firm intends to use to complete the necessary tasks included in this contract.
- Provide a detailed scope of work including activities, tasks, deliverables and duration (schedule) including, but not limited to, the tasks and outcomes contained within this RFP unless noted as required. If the task/deliverable is noted as required, it must be contained with this schedule of work.

7.3 Demonstrated knowledge of Loudoun County demographics and other local conditions such as local, state and federal regulatory requirements:

- Describe in detail your ability to understand local demographics and develop a successful Integrated Energy Management Plan based on local conditions and criteria.
- Demonstrate familiarity with Loudoun County policy, regulatory and other requirements; State and Federal requirements and permitting; utility and air quality legislation, requirements and hurdles, etc.

7.4 Compliance with Contract Terms and Conditions:

- Specifically state your firm's compliance with the Contract Terms and Conditions as stated in Section 5.0.
- Specifically list any deviations and justification for each.

7.5 Cost of Services

- Provide a detailed cost breakdown by task, including number of hours by each staff and hourly rate.

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

8.1 Submission of Proposals

Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part shall not relieve the Contractor of its contractual obligations. Technical and Price proposals must be submitted at the same time in separate sealed containers. Technical

information provided shall not include price or cost data. The inclusion of price or cost data in the Technical proposal may be cause for the proposal being rejected. The Price proposal shall be submitted on the Request for Proposal pricing forms if provided. Include other information as requested or required. The proposal container must be completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, the title of the RFP, and whether it is the Technical or Price proposal. Proposals must be received by the Division of Procurement PRIOR to the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to One Harrison Street, SE, 4th Floor, MSC #41C Leesburg, Virginia 20175. Faxed and e-mailed proposals will NOT be accepted.

8.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received by **5:00 PM, Friday, February 18, 2011**. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

8.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

8.4 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

8.5 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

8.6 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-**

4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

8.7 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

8.8 Preparation and Submission of Proposals

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.
- C. Technical and price proposals are to be returned and submitted in separate sealed containers. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal (i.e., Green Business Challenge Outreach Services).
- D. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Verizon time on March 1, 2011. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

- E. Each firm shall submit one (1) original and four (4) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

8.9 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

8.10 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

8.11 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

8.12 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be

required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

8.13 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

8.14 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County.

8.15 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

8.16 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

8.17 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

8.18 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

8.19 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

8.20 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

8.21 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by County Administrator. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

8.22 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

8.23 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

8.24 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.



Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor
Leesburg, Virginia 20175

10.0 FEASIBILITY STUDY SERVICES FOR AN INTEGRATED ENERGY MANAGEMENT PLAN

PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agrees to provide the requested services as defined in Request for Proposal No. QQ-01636 for the price as stated in the price proposal.

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

ITEM:	INCLUDED: (X)
1. References	_____
2. Addenda, if any.	_____
3. One (1) original and four (4) copies (8.8)	_____
4. Proposal Technical Response Information (7.0, 8.1, 8.8)	_____
5. Proposal Cost Information (7.0, 8.1, 8.8)	_____
5. W-9 Form (8.23)	_____
6. Certificate of Insurance (8.24)	_____
7. Proof of Authority to Transact Business in Virginia Form (Page 33)	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (8.7): _____

Signature: _____ Date: _____



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by County Administrator.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01636

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/> Dodge Reports	
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

QQ-01636

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**

RIDER CLAUSE
 Use of Contract by Members of the
 Northern Virginia Cooperative Purchasing Council and
 the Metropolitan Washington Council of Governments

RFP Feasibility Study Services for an Integrated Energy Plan

QQ- 01636

This clause is intended to allow a successful contractor to offer the goods and services of the proposal to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful contractor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the offeror's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify an offeror nor adversely affect the award of the contract.

OFFEROR'S AUTHORIZATION FOR PARTICIPATION:

YES	JURISDICTION	YES	JURISDICTION
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning
	Charles County Public Schools		Commission
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of Governments
	Culpeper County, Virginia		Winchester, VA
	District of Columbia		Montgomery College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools
	District of Columbia Water & Sewer Auth		Northern Virginia Community College
	City of Fairfax, VA		Northern Virginia Planning District Commission
	Fairfax County, VA		Prince George's County, MD
	Fairfax County Public Schools		Prince George's County Public Schools
	Fairfax County Water Authority		Prince William County, VA
	City of Falls Church, VA		Prince William County Public Schools
	Fauquier County, VA		Prince William County Service Authority
	Fauquier County Schools		Town of Purcellville, VA
	City of Frederick, MD		City of Rockville, MD
	Frederick County, MD		Spotsylvania County Schools
	Frederick County Public Schools		Stafford County, VA
	City of Gaithersburg, MD		Stafford County Public Schools
	George Mason University		City of Takoma Park, MD
	City of Greenbelt, MD		Upper Occoquan Sewage Authority
	Town of Herndon, VA		Town of Vienna, VA
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority
	Loudoun County Public Schools		Washington Suburban Sanitary Commission
			Winchester Public Schools

OFFEROR SIGNATURE _____

DATE _____

This form must be completed and returned with proposal.

Revised 6/2006